

Honorable Robert D. Drain  
United States Bankruptcy Judge - Southern District of NY  
One Bowling Green  
New York, NY 10004 -1408  
FAX: 914-390-4073 (White Plains, NY)

**Docket Number 05-44481 (RDD)**

Subject: Objection to Article 9.5.11

I would like to object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11. This article declares that severance payments will be terminated upon the closing date (emergence date).

I have a contract (Separation Agreement dated in December of 2008 and effective March of 2009) that provided a severance payment that formed the basis for my decision to retire. This contract should be honored.

In that I waived certain rights (Release of Claims) in exchange for those severance payments and planned on using those payments to cover the medical insurance coverage that was taken away after the contract was signed.

Since this contract was offered and signed while Delphi was in bankruptcy it should be honored as a contract and not dismissed by the Court as benefit promised by Delphi prior to bankruptcy. I do have a valid / binding / legal contract and I expect it to be honored.

In the simplest terms, I feel have a legal, enforceable contract entered into during bankruptcy. I expect it to be fulfilled by Delphi, as it has been fulfilled by me. My severance payments were to be provided in exchange for my waiver of certain rights via the Release of Claims (severance payments are not a Delphi provided benefit).

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